

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

CAMILLE PANIA and RASHIYA
ALNURRIDIN, *individually and on behalf
of all others similarly situated,*

Plaintiffs,

v.

CRUNCH HOLDINGS, LLC; CRUNCH
FRANCHISING, LLC; CRUNCH, LLC,

Defendants.

Case No. 1:24-cv-7127-MKV

DECLARATION OF CHAD WAETZIG

I, Chad Waetzig, declare as follows:

1. I am over 18 years of age and am employed as Chief Marketing Officer at Crunch, LLC (“Crunch”). I am duly authorized to make this declaration on behalf of Crunch as a custodian of records.

2. The facts stated in this declaration are based on my personal knowledge, after reviewing selected business records maintained in the ordinary course of business and according to my regular practice and made at or near the time of the activity reported therein. If sworn as a witness, I would competently testify to the facts set forth herein.

3. I have worked at Crunch since October 1, 2016. In my role at Crunch, I am familiar with the membership agreements signed by club members and the agreements signed by prospective members, as well as the terms and conditions they agree to. I also am familiar with the rate reservation and membership sign-up process on the Crunch website, www.crunch.com (the “Website”), and disclosures and membership terms and conditions that are shown to Website visitors when they apply or sign up for a membership or other Crunch services.

4. I have reviewed the allegations in the First Amended Class Action Complaint filed by Camille Pania (“Ms. Pania”) and Rashiya Al-Nurridin (“Ms. Al-Nurridin” and, with Ms. Pania, “Plaintiffs”). The calls they allege they received would have been sent only in relation to their memberships at a Crunch franchisee after they signed up and agreed to receive those calls.

5. The Crunch brand includes hundreds of franchised and corporate-owned fitness clubs throughout the country. Crunch, LLC, Crunch Holdings, LLC, and Crunch Franchising, LLC are limited liability companies that Plaintiffs allege had involvement in directing the placement of the calls Plaintiffs say they received.

6. On or about June 28, 2023, Ms. Pania visited the rate reservation page on Crunch’s website (<https://info.crunch.com/rate-reservations>) and signed up to reserve a rate to sign up for a membership (and agreed to, among other things, receive SMS text alerts) at a Crunch franchise. Thereafter, on or about January 1, 2024, Ms. Pania signed up for a membership on the Crunch website. The Crunch membership she signed up for (a Peak Results membership) provided her with multi-club access to various Crunch locations. It made the Allen, Texas franchise of Crunch, which is owned by a Crunch franchisee called CR Fitness Holdings, LLC, her home club. She provided her name, address, cellphone number, and other information as part of completing her online membership agreement. When signing up, Ms. Pania clicked the checkbox below and agreed to the following language before the membership is created:

☐ I agree to the [Membership Terms & Conditions](#)
 I understand that the monthly dues will be \$29.99 (plus any applicable taxes & fees) and will be transferred each month from monthly recurring & annual dues payment method chosen today. I understand that there will be an annual fee of \$54.11 (plus any applicable taxes & fees). Click on Membership Terms & Conditions above for applicable charge date or contact your club.

COMPLETE PURCHASE

A screenshot of the checkbox and accompanying language where Ms. Pania was required to click and agree to this language, in the form it appeared at the time Ms. Pania signed up for her membership, is attached as **Exhibit A**. A user signing up for a membership cannot complete the membership process without agreeing to this language.

7. On or about September 4, 2023, Ms. Al-Nurridin visited the rate reservation page on Crunch's website (<https://info.crunch.com/rate-reservations>) and signed up reserve a rate to sign up for a membership (and agreed to, among other things, receive SMS text alerts) at a Crunch franchise. Thereafter, on or about October 7, 2023, Ms. Al-Nurridin signed up for a membership on the Crunch website. The Crunch membership she signed up for (a Peak Results membership) provided her with multi-club access to various Crunch locations. It made the Plano, Texas franchise of Crunch, which is owned by a Crunch franchisee called CR Fitness Holdings, LLC, her home club. She provided her name, address, cellphone number, and other information as part of completing her online membership agreement. When signing up, Ms. Al-Nurridin was required to click and agree to the same language, which appeared in the same bolded font and with the same hyperlink, shown in the screenshot shown at Paragraph 6.

8. As reflected in the screenshot above at Paragraph 6, the phrase "I agree to the Membership Terms & Conditions" appeared in bold when Plaintiffs signed up on the Website. "Membership Terms & Conditions" appeared in blue to show that it was a hyperlinked term where, by clicking anywhere on that term, Plaintiffs were able to review the terms and conditions of their membership at the franchise before agreeing to that membership. Both Plaintiffs, after their memberships began, used the facilities at their respective franchises.

9. A copy of the Terms & Conditions that Ms. Pania agreed to when signing up for her membership is attached as **Exhibit B**. A copy of the Terms & Conditions that Ms. Al-Nurridin agreed to when signing up for her membership is attached as **Exhibit C**.

10. In those Terms & Conditions, Plaintiffs agree to, among other things, “receive calls, emails, and texts” from Crunch, ABC Fitness Solutions, LLC, (its agents and affiliates)”, including calls using “an automatic telephone dialing system or an artificial or prerecorded voice.” *See* Exhibit B at 1, 12; Exhibit C at 1, 12.

11. The Terms & Conditions contain disclosures, in capitalized letters, that Plaintiffs are agreeing to individual arbitration and waiving any right to bring a class action. *See* Exhibit B at 6-7; Exhibit C at 6-7.

12. Plaintiffs also agreed to individual arbitration of any dispute relating to the “construction, validity, interpretation, enforceability, or breach of this Membership Agreement.” Exhibit B at 6-7; Exhibit C at 6-7.

13. The Terms & Conditions include an arbitration opt-out provision. Crunch has no record of either Plaintiff opting out of her arbitration agreement.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 16th day of January, 2025 in New York, NY.


CHAD WAETZIG